

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Darryl Jeffrey Thomas aka Darryl J. Thomas, Sr. Kesia Maria Thomas <u>Debtors</u>	CHAPTER 13
Global Lending Servicers LLC <u>Movant</u> vs. Darryl Jeffrey Thomas aka Darryl J. Thomas, Sr. Kesia Maria Thomas <u>Debtor</u>	NO. 18-10837 AMC 11 U.S.C. Section 362
William C. Miller Esq. <u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' vehicle is \$2,715.20, which breaks down as follows;

Post-Petition Payments:	March 2018 to June 2018 in the amount of \$678.80/month
Total Post-Petition Arrears	\$2,715.20

2. The Debtor(s) shall cure said arrearages in the following manner;
 - a). Beginning on July 1, 2018 and continuing through December 1, 2018 , until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$678.80 on the vehicle (or as adjusted pursuant to the terms of the Vehicle Retail Installment Contract) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$452.54 from July 2018 to November 2018 and \$452.50 for December 2018 towards the arrearages on or before the last day of each month at the address below;

Global Lending Servicers LLC
P.O. Box 935538
Atlanta, GA 31193
1-888-798-3783

- b). Maintenance of current monthly loan payments to the Movant thereafter.
3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the loan and applicable law.
9. The parties agree that a facsimile signature shall be considered an original signature.

Darryl Jeffrey Thomas
Darryl Jeffrey Thomas

Date: June 5, 2018

Date:

6/7/18
6/7/18

Date:

6/7/18
6/7/18

By: */s/ Kevin G. McDonald, Esquire*
Kevin G. McDonald, Esquire

Robert H. Holber
Robert H. Holber, Esquire
Attorney for Debtor(s)

Kesia Maria Thomas
Kesia Maria Thomas

JACK
JACK William C. Miller
Chapter 13 Trustee

Approved by the Court this 12th day of June, 2018. However, the court retains discretion regarding entry of any further order.

Ashley M. Chan
Bankruptcy Judge
Ashley M. Chan